# EXHIBIT 8

FIAT CHRYSLER AUTOMOBILES

July 15, 2019

***VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED***
**9414810699945042212958**

Steven M. Koufakis
President
Metro Chrysler Plymouth, Inc.
d/b/a Star Chrysler Jeep Dodge Fiat
211-10 Jamaica Avenue
Queens Village, NY 11428-1541

cc: Shaun M. Malone
Bellavia Blatt, P.C.
200 Old Country Road, Suite 400
Mineola, NY 11501

Re: **NOTICE OF DEFAULT DATED APRIL 24, 2019**
**CHRYSLER, JEEP, DODGE, AND RAM SALES AND SERVICE AGREEMENTS**

Dear Mr. Koufakis:

As you know, in a Notice of Default dated April 24, 2019, FCA US LLC ("FCA US"), formerly known as Chrysler Group LLC, notified you in good faith of your dealership's material breaches of the agreed contractual obligations set forth in its Chrysler, Dodge, Jeep, and RAM ("CDJR") Sales and Service Agreements ("Dealer Agreements") with respect to retail sales performance, customer satisfaction, and working capital. In the Notice of Default, which provided notice with due cause and in good faith, of Dealer's violations of the reasonable, necessary, and material terms and provisions of the Dealer Agreements in accordance with New York Vehicle and Traffic Law § 463 (the "Statute"), we requested that your dealership cure the identified breaches by:

(i) Achieving the contractual minimum of 100% of its Minimum Sales Responsibility ("MSR") by October 31, 2019;

(ii) Achieving rolling 3-month CPS Sales and Service Advocacy scores equal to or greater than the average of Dealer's National Sales Level Group for each of the months from May 2019 through October 2019; and

(iii) Ensuring that its actual working capital meets the requirements of the Working Capital Guide by October 31, 2019.

We further informed you that your dealership's failure to cure the identified breaches by October 31, 2019 may result in FCA US exercising its rights and remedies pursuant to the Dealer Agreements and applicable law (including the Statute), including, without limitation, issuing a notice of termination of the Dealer Agreements.

We write now to provide more recent information and data with respect to your dealership's performance of these contractual obligations.

Northeast Business Center
108 Route 303
Tappan, NY 10983

**YOUR DEALERSHIP'S SALES PERFORMANCE OBLIGATIONS**

Under the Dealer Agreements, your dealership agreed to use its "best efforts to promote energetically and sell aggressively and effectively at retail" each and every model of each vehicle line covered by the respective Dealer Agreement. Your dealership also agreed to "actively and effectively sell and promote the retail sale" of each vehicle line in its assigned Sales Locality. Your dealership also agreed to achieve its MSR for each vehicle line. These obligations are set forth in Paragraph 4 of each Dealer Agreement and Paragraph 11(a) of the Additional Provisions of each Dealer Agreement.

The following charts show your dealership's recent and historic MSR performance:

All Lines:

| Month/Year Year-to-Date (YTD) | Dealer's Sales | Dealer's Sales Needed to Obtain 100% MSR | % MSR Attained | Sales Dealer Lost (vs MSR) |
|---|---|---|---|---|
| March 2019 | 118 | 429 | 27.5% | (311) |
| December 2018 | 817 | 2,025 | 40.4% | (1208) |
| December 2017 | 1,082 | 1,903 | 56.9% | (821) |
| December 2016 | 1,381 | 2,056 | 67.2% | (675) |
| December 2015 | 1,465 | 2,296 | 63.8% | (831) |
| December 2014 | 947 | 2,115 | 44.8% | (1168) |
| December 2013 | 749 | 1,624 | 46.1% | (875) |
| December 2012 | 760 | 935 | 81.3% | (202) |
| December 2011 | 622 | 771 | 80.7% | (163) |

Chrysler:

| Month/Year (YTD) | Dealer's Sales | Dealer's Sales Needed to Obtain 100% MSR | % MSR Attained | Sales Dealer Lost (vs MSR) |
|---|---|---|---|---|
| March 2019 | 8 | 34 | 23.5% | (26) |
| December 2018 | 75 | 180 | 41.7% | (105) |
| December 2017 | 70 | 195 | 35.9% | (125) |
| December 2016 | 138 | 237 | 58.2% | (99) |
| December 2015 | 238 | 377 | 63.1% | (139) |
| December 2014 | 151 | 389 | 38.8% | (238) |
| December 2013 | 123 | 343 | 35.9% | (220) |
| December 2012 | 137 | 234 | 58.6% | (97) |
| December 2011 | 104 | 180 | 57.8% | (76) |

Dodge:

| Month/Year (YTD) | Dealer's Sales | Dealer's Sales Needed to Obtain 100% MSR | % MSR Attained | Sales Dealer Lost (vs MSR) |
|---|---|---|---|---|
| March 2019 | 21 | 62 | 33.9% | (41) |
| December 2018 | 141 | 327 | 43.1% | (186) |
| December 2017 | 208 | 388 | 53.6% | (180) |
| December 2016 | 259 | 439 | 59.0% | (180) |
| December 2015 | 318 | 511 | 62.2% | (193) |
| December 2014 | 308 | 589 | 52.3% | (281) |
| December 2013 | 341 | 545 | 62.6% | (204) |
| December 2012 | 259 | 232 | 111.6% | 0 |
| December 2011 | 225 | 211 | 106.6% | 0 |

Jeep:

| Month/Year (YTD) | Dealer's Sales | Dealer's Sales Needed to Obtain 100% MSR | % MSR Attained | Sales Dealer Lost (vs MSR) |
|---|---|---|---|---|
| March 2019 | 80 | 310 | 25.8% | (230) |
| December 2018 | 577 | 1437 | 40.2% | (860) |
| December 2017 | 764 | 1240 | 61.6% | (476) |
| December 2016 | 943 | 1309 | 72.0% | (366) |
| December 2015 | 871 | 1354 | 64.3% | (483) |
| December 2014 | 453 | 1085 | 41.8% | (632) |
| December 2013 | 259 | 700 | 37.0% | (441) |
| December 2012 | 355 | 450 | 78.9% | (95) |
| December 2011 | 293 | 380 | 77.1% | (87) |

RAM:

| Month/Year (YTD) | Dealer's Sales | Dealer's Sales Needed to Obtain 100% MSR | % MSR Attained | Sales Dealer Lost (vs MSR) |
|---|---|---|---|---|
| March 2019 | 9 | 23 | 39.1% | (14) |
| December 2018 | 24 | 81 | 29.6% | (57) |
| December 2017 | 40 | 80 | 50.0% | (40) |
| December 2016 | 41 | 71 | 57.8% | (30) |
| December 2015 | 38 | 54 | 70.4% | (16) |
| December 2014 | 35 | 52 | 67.3% | (17) |
| December 2013 | 26 | 36 | 72.2% | (10) |
| December 2012 | 9 | 19 | 47.4% | (10) |

As shown above, for each vehicle line that you represent, your dealership's sales remain substantially below its contractual MSR requirement of 100% MSR. Indeed, your dealership is *barely reaching one-quarter* of its aggregate MSR obligation for March 2019 YTD. We are not writing to alert you to some minor shortfall in your dealership's sales performance. Rather, your dealership's deficient sales performance, as measured against the minimum expected volume of retail new vehicle sales, has resulted in a loss of *thousands* of new retail sales, including at least 6,091 lost CDJR sales since January 1, 2012.

Moreover, your dealership is failing to effectively represent the CDJR lines in its assigned trade zone. Your dealership's trade zone was only 85% registration effective through March 2019 YTD, which means significant additional unrealized opportunity exists for the CDJR lines.

In addition, your dealership is failing to capitalize on the demand for CDJR line vehicles in its assigned trade zone. Instead, other CDJR line dealers account for a substantial majority of registrations in your dealership's trade zone. Indeed, through March 2019 YTD, your dealership sold only 13% of new CDJR line vehicles registered in its trade zone.

The data points above demonstrate that your dealership is failing to actively, effectively, energetically, and aggressively promote and sell at retail CDJR line vehicles in its Sales Locality, as it agreed to do in Paragraphs 4 and 11(a) of its Dealer Agreements and, therefore, continues to be in breach of a material term of the Dealer Agreements. It is imperative that you take immediate steps to address your dealership's deficient sales performance.

**AS A REMINDER, YOUR DEALERSHIP MUST CURE ITS RETAIL SALES PERFORMANCE DEFAULT BY ACHIEVING 100% OF ITS MSR OBLIGATION BY OCTOBER 31, 2019.**

**YOUR DEALERSHIP'S CUSTOMER SATISFACTION OBLIGATIONS**

Under the Dealer Agreements, your dealership also agreed to meet a minimum customer satisfaction standard. Customer satisfaction has been measured by the Customer Promoter Score ("CPS") since 2009. Starting in April 2013, as part of FCA US's "Customer Experience Initiative" ("CEI"), CPS reports the percentage of customers willing to advocate for and recommend a dealer with respect to sales and service. Your dealership is required to maintain a CPS advocacy score in both sales and service that is equal to or better than the average of your dealership's National Sales Level Group in both categories.

The following charts show your dealership's recent CPS advocacy scores:

| 3-Month Score Through Mon/Year | CPS Sales Advocacy: Dealer | CPS Sales Advocacy: National Sales Level Group Average | CPS Service Advocacy: Dealer | CPS Service Advocacy: National Sales Level Group Average |
|---|---|---|---|---|
| May 2017 | 89.6% | 93.7% | 64.3% | 81.4% |
| June 2017 | 91.1% | 93.4% | 62.1% | 81.7% |
| July 2017 | 92.0% | 93.1% | 58.8% | 81.5% |
| August 2017 | 92.5% | 93.1% | 57.7% | 81.4% |
| September 2017 | 87.2% | 93.2% | 58.6% | 81.3% |
| October 2017 | 84.6% | 93.3% | 64.5% | 81.4% |
| November 2017 | 84.0% | 93.5% | 60.7% | 81.6% |
| December 2017 | 88.4% | 93.7% | 60.0% | 81.9% |
| January 2018 | 88.9% | 93.7% | 63.3% | 82.3% |
| February 2018 | 86.7% | 93.8% | 69.6% | 82.8% |
| March 2018 | 87.9% | 93.9% | 66.3% | 83.1% |
| April 2018 | 93.4% | 94.2% | 59.7% | 83.3% |
| May 2018 | 93.2% | 94.1% | 62.0% | 83.7% |
| June 2018 | 95.5% | 94.0% | 64.9% | 83.9% |
| July 2018 | 94.1% | 93.9% | 66.7% | 83.7% |
| August 2018 | 97.7% | 94.0% | 59.4% | 82.8% |
| September 2018 | 100.0% | 94.0% | 60.0% | 81.9% |
| October 2018 | 100.0% | 94.1% | 59.4% | 81.9% |
| November 2018 | 100.0% | 94.2% | 61.8% | 82.3% |
| December 2018 | 93.3% | 94.1% | 55.9% | 82.5% |
| January 2019 | 86.4% | 93.7% | 58.1% | 82.4% |
| February 2019 | 88.2% | 93.8% | 61.5% | 82.7% |
| March 2019 | 90.6% | 94.0% | 68.4% | 83.1% |

As shown above, your dealership is failing to consistently achieve levels of Sales and Service Advocacy that are equal to or better than the average of your dealership's National Sales Level Group. As reflected in your CPS advocacy scores, your dealership is not meeting its customer satisfaction obligations. Indeed, on a rolling three-month basis, your dealership's score was below the National Sales Level Group Average for 17 out of the last 23 months for Sales Advocacy, and 23 out of the last 23 months for Service Advocacy. As such, your dealership continues to fall short of its customer satisfaction obligations.

**AS A REMINDER, YOUR DEALERSHIP MUST CURE ITS CUSTOMER SATISFACTION DEFAULT BY OCTOBER 31, 2019.** Your dealership may cure this default by achieving rolling 3-month CPS Sales and Service Advocacy scores equal to or greater than the average of Dealer's National Sales Level Group for each of the months from May 2019 through October 2019.

**YOUR DEALERSHIP'S WORKING CAPITAL OBLIGATIONS**

In Paragraph 11(e) of your Dealer Agreements, your dealership agreed to maintain the net working capital necessary to successfully carry out all of its obligations under each Dealer Agreement in accordance with the Working Capital Guide and any applicable Minimum Working Capital Agreement.

The following chart shows your dealership's working capital deficiencies:

| Month/Year | Dealer's Working Capital | Working Capital Guide | Working Capital Deficiency |
|---|---|---|---|
| May 2019 | ($759,337) | $3,400,000 | ($4,159,337) |
| December 2018 | $221,245 | $3,200,000 | ($2,978,755) |
| December 2017 | $1,995,454 | $3,400,000 | ($1,404,546) |
| December 2016 | $3,157,995 | $4,078,800 | ($920,805) |
| December 2015 | $3,747,155 | $3,504,600 | $0 |
| December 2014 | $3,026,049 | $3,211,200 | ($185,151) |
| December 2013 | $2,207,046 | $2,391,900 | ($184,854) |
| December 2012 | $1,688,124 | $1,834,800 | ($146,676) |
| December 2011 | $1,581,058 | $1,826,000 | ($244,942) |

As demonstrated above, your dealership still is not meeting its working capital obligations. Indeed, your dealership is currently operating with a negative working capital balance, which causes us to be particularly concerned that your dealership is not adequately capitalized to meet the sales opportunities available to it.

**AS A REMINDER, YOUR DEALERSHIP MUST CURE ITS WORKING CAPITAL DEFAULT BY OCTOBER 31, 2019.** Your dealership may cure this default by ensuring that its actual working capital meets the requirements of the Working Capital Guide by October 31, 2019.

**OPPORTUNITY TO CURE DEFAULTS**

**IF YOUR DEALERSHIP FAILS TO CURE THE FOREGOING DEFAULTS AS INDICATED BY OCTOBER 31, 2019, FCA US INTENDS TO EXERCISE ITS RIGHTS AND REMEDIES PURSUANT TO THE DEALER AGREEMENTS AND APPLICABLE LAW (INCLUDING THE STATUTE), INCLUDING, WITHOUT LIMITATION, ISSUING A NOTICE OF TERMINATION OF THE DEALER AGREEMENTS.**

As always, we stand ready to assist you in your efforts to improve your dealership's performance. As a reminder, FCA US provides many tools and programs for you to use in your efforts to improve your dealership's performance, including those tools and programs set forth in **Appendix A**. In addition, we encourage you to contact your Area Manager should you wish to discuss your dealership operations and performance.

We remain hopeful that you share our desire to reverse the matters addressed in this letter and the Notice of Default. Please feel free to call us to discuss these issues.